weight of authority, (*Bank of New York* v. *Ballard's Assignees,* 83 Ky. 481; *Lyons* v. *Weeks,* 29 Misc. (N. Y.) 714; *Allen* v. *Mayfield,* 20 Ind. 293; *Moore* v. *Little,* 41 N. Y. 72; *Hawley* v. *Jones,* 5 Paige 466; *Hoover* v. *Hoover,* 116 Ind. 498; *Kennard* v. *Kennard,* 63 N. H. 303; *Poor's Lessees* v. *Considine,* 6 Wall. 458; FEARNE, REMAINDERS, 215, 4 KENT, COMMENTARIES, 203, TIFFANY, REAL PROPERTY, § 120), and is contrary to their own prior decisions, *Smith* v. *West,* 103 Ill. 332; *Lehndorf* v. *Cope,* 122 Ill. 317; *Welliver* v. *Jones,* 166 Ill. 80; KALES, FUTURE INTERESTS, § 94. In the principal case the reasoning is that if C should die before the donor then no interest would ever come to her, but in this they fail to distinguish the vesting of the estate from the vesting of the enjoyment. The uncertainty of the enjoyment does not affect the vesting of the estate, *Poor's Lessees* v. *Considine,* supra; *Lehndorf* v. *Cope,* supra; *Weekawken Ferry Co.* v. *Cissom,* 17 N. J. Eq. 475; *Leighton* v. *Leighton,* 58 Me. 63; *Amos* v. *Amos,* 117 Ind. 18; *Downing* v. *Birney,* 117 Mich. 675; *Schuyler* v. *Hanna,* 31 Neb. 307. The test is whether there is an ascertained person capable of taking at the time of the donation, and the certainty of the event, on which the enjoyment depends, happening, regardless of whether the event happens within the lifetime of the one having the estate, *Chapin* v. *Crow,* 147 Ill. 219; *Gingerich* v. *Gingerich,* 146 Ind. 227; *Watson* v. *Caessey,* 79 Me. 381; *Chewing* v. *Shumate,* 106 Ga. 751; *Kennard* v. *Kennard,* supra, *Poor's Lessees* v. *Considine,* supra, *Hoover* v. *Hoover,* supra, *Moore* v. *Little,* supra, GRAY, PERPETUITIES, § 102; KALES, FUTURE INTERESTS, § 94. This gift to A clearly falls within the test and should not be liable to the tax, as the estate vested before the passage of the statute.

LANDLORD AND TENANT—ESTOPPEL.—In a suit by a landlord to recover possession against his tenant, *Held,* the latter is estopped to deny title in the landlord because of an alleged tax title which matured in another prior to the accrual of the landlord's title. (OSTRANDER and BIRD, JJ., dissenting.) *Balch et al.* v. *Radford* (Mich. 1914), 148 N. W. 707.

The weight of legal opinion is clearly with the majority view. The tenant is estopped from denying title in the landlord at the time of the creation of the tenancy. *Vancleave* v. *Wilson,* 73 Ala. 387; *Pearce* v. *Pearce,* 83 Ill. App. 77; *Morgan City* v. *Dalton,* 112 La. 9, 36 So. 208; *Gage* v. *Campbell,* 131 Mass. 566; *Hawes* v. *Shaw,* 100 Mass. 187; *Tilyou* v. *Reynolds,* 108 N. Y. 558, 15 N. E. 534; *Agar* v. *Young,* 41 E. C. L. 49. The opinion of the minority is founded on an erroneous interpretation of *Jenkinson* v. *Winans,* 109 Mich. 524, 67 N. W. 549, which declares that the tenant may deny the landlord's title in favor of a paramouncy acquired after the inception of the relationship of landlord and tenant.

LANDLORD AND TENANT—WHAT CONSTITUTES REPAIRS.—Where a tenant holds under a lease containing a covenant by the lessor to keep the property in repair, and the cellar becomes filled with water and debris because of flood, *held,* this does not constitute any defect or lack of repair in the building. *Woodbury Co.* v. *Williams Tackaberry Co.* (Iowa, 1914), 148 N. W. 639.

The lessor is not bound to keep premises in tenantable repair unless the provisions of the lease so require. *Harris* v. *Heackman,* 62 Ia. 411; *Piper* v. *Fletcher,* 115 Ia. 263; *Flaherty* v. *Nieman,* 125 Ia. 546; *Turner* v. *Townsend,* 42 Neb. 376. A covenant "to keep in repair" and one "to keep in as good repair as they now are" are identically the same covenant and the former covenant imposes on the covenantor the legal obligation to keep the premises in as good repair as when the agreement was made. *Stultz* v. *Locke,* 47 Md. 562. The principal case holds that the mere presence of some other substance such as water or debris does not affect the condition of repair in which the premises were kept, defining repair as meaning "to mend," to restore to a sound condition after decay or waste. *Farraher* v. *City of Keokuk,* 111 Ia. 310. Thus, leaving on the premises nine horse cart-loads of ashes, brick-bats, rubbish and tin cans does not constitute a breach of covenant "to keep and deliver up in good tenantable repair." *Thorndike* v. *Burrage,* 111 Mass. 531. But under such covenant a lessor must keep the premises in a condition fit for the purposes for which they were leased. *Perrett* v. *Dupree,* 3 Rob. 52; and when the agreement is to keep the premises in repair and prevent their deterioration, it must be performed irrespective of the cause of such deterioration. *Barnhardt* v. *Boyce,* 102 Ill. App. 172. Thus where snow fell on a building and the roof fell, it was held this constituted lack of repair. *Leavitt* v. *Fletcher,* 92 Mass. (10 Allen) 119. Good repair and good condition at all times, fit for the purposes of the business of the lessee, is the fair intent of a covenant to keep in repair. *Myers* v. *Burns,* 35 N. Y. 209; *Bass* v. *Rollins,* 63 Minn. 226, 65 N. W. 348; *Bentley* v. *Taylor,* 81 Ia. 306.

NEGLIGENCE—PROXIMATE CAUSE.—Defendant company undertook to equip plaintiff's house with a burglar alarm, and to protect it from a burglarious entry by the despatch of guards thereto when warned by automatic signals. On the occasion in question the house was burglarized while the burglar alarm was not set, due to the negligence of defendant's employe, and plaintiff brought an action on the case against said defendant. *Held,* that the question whether the loss would not have occurred but for such negligence depended on several contingencies; therefore such negligence was not the proximate cause of the loss, but the felonious entry of the building. *Nirdlinger* v. *American District Telegraph Co.* (Pa. 1914), 91 Atl. 883.

To hold that the negligence of the defendant in this case was not the proximate cause of the injury is, it would seem, carrying the doctrine of intervening efficient causes entirely too far. An intervening efficient cause has been defined to be "a new and independent force which breaks the causal connection between the original wrong and the injury." 29 CYC. 499. When the primary cause is so interrupted, and where the chain of events is so broken that they become independent, then such cause may be fairly said to be remote, and not proximate. *Pullman P. C. Co.* v. *Laack,* 143 Ill., 243; *St. Joseph &c. R. Co.* v. *Hedge,* 44 Neb., 448; *Wiley* v. *West Jersey Ry. Co.,* 44 N. J. L., 247. But it is equally clear that if the occurrence of the intervening cause might reasonably have been anticipated, such intervening cause will not interrupt the connection between the primary cause and